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22 Attorneys for Plaintiff  
23 MARIA RODAS

24  
25 UNITED STATES DISTRICT COURT  
26 CENTRAL DISTRICT OF CALIFORNIA

27 MARIA RODAS, individually and on  
28 behalf of other persons similarly  
situated,

29 Plaintiff,  
30 vs.  
31 FLYING FOOD GROUP, LLC; and  
32 DOES 1 through 10.  
33 Defendants.

34 Case No. 2:19-cv-436-AB-GJSx

35 CLASS ACTION

36 **PLAINTIFFS' MOTION FOR  
37 PRELIMINARY APPROVAL OF  
38 CLASS ACTION SETTLEMENT**

39 Date: March 8, 2024  
40 Time: 10:00 a.m.  
41 Ctrm: 7B (1<sup>st</sup> Street) via Zoom

42  
43 Please take notice that, on March 8, 2024, at 10:00 a.m. or as soon thereafter as  
44 counsel may be heard, in Courtroom 7B of the United States Courthouse for the United  
45 States District Court, Central District of California, located at 350 West First Street, Los  
46 Angeles, California, Maria Rodas, the plaintiff in this action, and Carina Alfaro, the

1 plaintiff in Case No. 2:21-cv-08920-AB-GJSx (the “Alfaro Action”) will and hereby do  
2 move for an order granting preliminary approval of the class action settlement (the  
3 “Settlement”) reached with defendant Flying Food Group, LLC (“Defendant”).

4 Specifically, Plaintiffs move for an order:

5 1) preliminarily finding, for the purposes of giving members of the Settlement  
6 Class notice of the Settlement and the opportunity to request exclusion from the  
7 Settlement or object to the Settlement, that:

8 a) the Settlement Class, comprised of all persons who, at any time between  
9 January 1, 2017 and November 9, 2023, worked for Flying Food Group, LLC as an hourly  
10 employee in the State of California, meets all the requirements for class certification under  
11 Rule 23(a) and 23(b)(3) of the Rules of Civil Procedure; and

12 b) the Settlement is fair, reasonable and adequate under Rule 23(e)(2) of the  
13 Federal Rules of Civil Procedure;

14 2) appointing Plaintiffs as representative for the Settlement Class;

15 3) appointing Gregory N. Karasik of Karasik Law Firm, Sahag Majarian, II of  
16 the Law Office of Sahag Majarian, II and Kane Moon of Moon Law Group PC as  
17 counsel for the Settlement Class;

18 4) appointing Atticus Administration as the Settlement Administrator;

19 5) directing the Settlement Administrator to provide notice to members of the  
20 Settlement Class as set forth in the Settlement;

21 6) establishing the deadline for members of the Settlement Class to opt out of  
22 the settlement or to object to the Settlement;

23 7) establishing the deadline for Plaintiffs to file a motion for an award of  
24 attorney’s fees, costs and a service payment.

25 8) scheduling a final approval and fairness hearing on a date approximately  
26 120 days after preliminary approval of the Settlement to consider whether the  
27 Settlement should be finally approved as fair, reasonable and adequate under Rule 23(e)

1 of the Federal Rules of Civil Procedure for the purposes of judgment and to rule on  
2 Plaintiffs' motion for attorney's fees, costs and a service payment and

3 9) granting Plaintiffs leave to file a First Amended Complaint, in the form  
4 attached hereto as Exhibit 1; and

5 10) providing that Defendant need not file an Answer to the First Amended  
6 Complaint; during the pendency of settlement approval proceedings, the Alfaro Action  
7 shall be stayed; and in the event the Court does not grant final approval of the Settlement,  
8 the First Amended Complaint shall be deemed withdrawn and the stay of the Alfaro  
9 Action shall be lifted.

10 Plaintiffs' motion is made under Rule 23(e)(1) of the Federal Rules of Civil  
11 Procedure on the grounds that both class certification and approval of the Settlement for  
12 the purposes of judgment are likely to be granted at the final fairness hearing.

13 Plaintiffs' motion is based on this Notice; the Memorandum of Points and  
14 Authorities, the Stipulation re Class Action Settlement and Release of Claims,  
15 Declaration of Gregory N. Karasik, Declaration of Sahag Majarian II, Declaration of  
16 Kane Moon, and the Declaration of Christopher Longley submitted herewith; all other  
17 pleadings and papers on file in this action; and any oral argument or other matter that  
18 may be considered by the Court.

19 This motion is made following numerous discussions with counsel for Defendant  
20 in connection with negotiating and finalizing the Settlement. Defendant does not intend  
21 to oppose Plaintiff's motion.

22 Dated: February 6, 2024

KARASIK LAW FIRM  
LAW OFFICE OF SAHAG MAJARIAN, II  
MOON LAW GROUP PC

25 By s/ *Gregory N. Karasik*  
26 Gregory N. Karasik  
27 Attorneys for Plaintiffs

# **EXHIBIT 1**

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Attorneys for Plaintiffs  
**MARIA RODAS** and  
**CARINA ALFARO**

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

MARIA RODAS and CARINA  
ALFARO, individually and on behalf  
of other persons similarly situated.

**Plaintiffs.**

VS

FLYING FOOD GROUP, LLC; and  
DOES 1 through 10.

### Defendants.

Case No. 2:19-cv-436-AB-GJSx

## CLASS ACTION

## FIRST AMENDED COMPLAINT

1. Failure to Pay Minimum Wages
  2. Failure to Pay Overtime Wages  
(Rounding Class)
  3. Failure to Pay Overtime Wages  
(Shift Pay Class)
  4. Failure to Provide Accurate Wage Statements
  5. Failure to Provide Complete Wage Statements
  6. Failure to Pay All Wages Owed Upon Termination

**DEMAND FOR JURY TRIAL**

Plaintiffs Maria Rodas and Carina Alfaro (“Plaintiffs”), on behalf of themselves and all others similarly situated, complain and allege as follows:

## INTRODUCTION

1. This class action lawsuit arises out of the failure of defendant Flying Food Group, LLC (“Defendant”) to comply with various wage and hour laws:

a) Defendant engages in uneven rounding practices which results in the failure of Defendant to pay hourly employees all the minimum and overtime wages owed to them.

b) Defendant did not factor shift pay into the calculation of overtime wage rates which resulted in the failure of Defendant to pay hourly employees who receive shift pay all the overtime wages owed to them.

c) As a result of failing to pay hourly employees all the wages owed to them, Defendant fails to provide hourly employees with accurate wage statements and Defendant fails to pay terminated hourly employees all the wages owed to them upon termination.

d) Defendant failed to provide hourly employees who receive shift pay with complete wage statements because wage statements do not indicate an hourly rate of pay or a number of hours worked with respect to shift pay.

## JURISDICTION

2. According to Defendant, who removed this case from state court, the Court has diversity jurisdiction over Plaintiffs' claims under the Class Action Fairness Act, 28 U.S.C. § 1332. Plaintiffs do not contest the Court's jurisdiction.

## VENUE

3. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391 because Defendant does business and therefore resides in this district and/or a substantial part of the events or omissions giving rise to Plaintiffs' claims occurred in this district.

## THE PARTIES

**A. Plaintiffs**

3       4. Plaintiff Rodas worked for Defendant as an hourly employee in Los  
4 Angeles County for many years until Defendant terminated her employment on  
5 September 7, 2018. Plaintiff Alfaro worked for Defendant as an hourly employee in Los  
6 Angeles County from approximately 2013 to August 2021. During Plaintiffs'  
7 employment, Defendant engaged in a practice of rounding electronic time clock entries  
8 to the nearest tenth of an hour increment which, over the course of their employment,  
9 resulted in Plaintiff not being paid wages for all the regular hours or overtime hours they  
10 worked because rounding in favor of Defendant occurred more often than rounding in  
11 favor of Plaintiffs occurred. Plaintiff Rodas was also not paid all the overtime wages  
12 she was owed because, when Plaintiff Rodas worked a night shift, she received shift pay  
13 in addition to her hourly wages, but Defendant did not take into account the shift pay  
14 earned by Plaintiff for the purpose of calculating the overtime rate of pay applicable to  
15 Plaintiff for pay periods when she received shift pay and worked overtime hours. As a  
16 result of the above, Plaintiffs were not provided accurate wage statements and were not  
17 paid all the wages owed to them upon termination. Plaintiff Rodas was also not  
18 provided with complete wage statements when she was paid shift pay because wage  
19 statements did not indicate a rate of pay or a number of hours worked with respect to  
20 shift pay. For example, attached hereto as Exhibit 1 is an earnings statement with a pay  
21 date of 3/17/2017 for the pay period beginning 2/24/2017 and ending 03/09/2017.  
22 Exhibit 1 reflects that Plaintiff Rodas received Shift Pay of \$2.25 for that pay period  
23 without providing any information about hours worked or a rate of pay for shift pay.

24       4. Plaintiffs are members of and seek to be the class representative for the  
25 Rounding Class, Overtime Class, Shift Pay Class, Wage Statement Class, Shift Pay  
26 Wage Statement Class and/or Terminated Employees Class (collectively the "Class")  
27 defined in paragraph 10 below. The members of the Class are identifiable, similarly  
28 situated persons who worked as hourly employees for Defendant,

1           B. **Defendants**

2       5. Defendant is a limited liability company organized under the laws of the  
3 State of Delaware. Defendant maintains its principal place of business in the city of  
4 Chicago, Illinois. Defendant is engaged in the business of airline catering and  
5 wholesale food preparation and operates facilities at various locations in California. At  
6 all times relevant to this action, Defendant was the employer of Plaintiffs and other  
7 members of the Class.

8       6. Plaintiffs are ignorant of the true name, capacity, relationship and extent of  
9 participation in the conduct herein alleged of the Defendants sued herein as DOES 1  
10 through 10, but are informed and believe and thereon alleges that said defendants are  
11 legally responsible for the wrongful conduct alleged herein and therefore sue these  
12 defendants by such fictitious names. Plaintiffs will amend this complaint to allege their  
13 true names and capacities when ascertained.

14     7. Plaintiffs are informed and believe and thereon allege that each defendant  
15 acted in all respects pertinent to this action as the agent of the other defendants and/or  
16 carried out a joint scheme, business plan or policy in all respects pertinent hereto, and/or  
17 the acts of each defendant are legally attributable to the other defendants.

18           **CLASS ACTION ALLEGATIONS**

19     10. Plaintiffs assert claims on behalf of themselves and all other similarly  
20 situated persons (collectively the "Class") as a class action pursuant to Rule 23 of the  
21 Federal Rules of Civil Procedure. The members of the Class belong to the Rounding  
22 Class, Overtime Class, Shift Pay Class, Wage Statement Class, Shift Pay Wage  
23 Statement Class and/or Terminated Employees Class, defined as follows:

24           **Rounding Class:** All persons who, at any time between January 1, 2017 and  
25 November 9, 2023 worked for Defendant as an hourly employee at the LAX,  
26 LAP, SFO, SFW, LAV and/or LAI facility in the state of California.

1           **Overtime Class:** All persons who, at any time between January 1, 2017 and  
2 November 9, 2023 worked for Defendant as an hourly employee at the LAV  
3 facility in the state of California and who worked overtime hours.

4           **Shift Pay Class:** All persons who, at any time between January 1, 2017 and  
5 March 8, 2019 worked for Defendant as an hourly employee in the state of  
6 California who received shift pay for any pay period during which they worked  
7 overtime hours.

8           **Wage Statement Class:** All persons who, at any time between November 30,  
9 2017 and November 9, 2023 worked for Defendant as an hourly employee at the  
10 LAX, LAP, SFO, SFW, LAV and/or LAI facility in the state of California.

11           **Shift Pay Wage Statement Class:** All persons who worked for Defendant as an  
12 hourly employee in the state of California who received shift pay at any time when  
13 they worked at: 1) the LAV facility between November 30, 2017 and March 8,  
14 2019; 2) the LAX or LAP facility between November 30, 2017 and March 3, 2019;  
15 or 3) the SFO facility at any time between November 30, 2017 and May 17, 2019.

16           **Terminated Employees Class:** All persons who worked for Defendant as an  
17 hourly employee in the state of California whose employment with Defendant  
18 ended at any time between January 1, 2017 and November 9, 2023.

19           10. Plaintiffs' claims are brought and may be maintained as a class action under  
20 Rule 23(a) of the Federal Rules of Civil Procedure.

21           a.       Numerosity. The Class members are so numerous that individual joinder of  
22 all of them as plaintiffs is impractical. While the exact number of Class members  
23 is unknown, Plaintiffs are informed and believe and thereon allege that there are  
24 not less than 4,000 Class members.

25           b.       Commonality. There are questions of law or fact common to class  
26 members. These common questions include, but are not limited to:

27           (1) Did Defendant engage in uneven rounding practices?

- (2) Did Defendant fail to calculate properly the overtime rate of pay for employees?

- (3) Did Defendant fail to provide accurate wage statements?

- (4) Did Defendant fail to provide complete wage statements to hourly employees?

c. Typicality. Plaintiffs are members of the Class, and their claims are typical of the claims of the other Class members Plaintiffs seeks to represent. Plaintiffs suffered the same kinds of injuries suffered by other Class members and seek the same kind of relief sought by other Class members.

d. Adequate Representation. Plaintiffs will adequately and fairly protect the interests of the members of the Class. Plaintiffs have no interests adverse to the interests of absent Class members. Plaintiffs are represented by legal counsel who have substantial class action experience in civil litigation and employment law.

11. This case is brought and may be maintained as a class action under Rule 23(b)(3) of the Federal Rules of Civil Procedure. Questions of law or fact common to class members predominate over any questions affecting only individual members, and a class action is superior to other available methods for the fair and efficient adjudication of the controversy. Class action treatment will allow a large number of similarly situated employees to prosecute their common claims in a single forum, simultaneously, efficiently, and without the unnecessary duplication of effort and expense that numerous individual actions would require. Further, the monetary amounts due to many individual class members are likely to be relatively small, and the burden and expense of individual litigation would make it difficult or impossible for individual class members to seek and obtain relief. A class action will serve an important public interest by permitting employees harmed by Defendants' unlawful practices to effectively pursue recovery of the sums owed to them.

## FIRST CAUSE OF ACTION

## **FAILURE TO PAY MINIMUM WAGES**

(By Plaintiffs and the Rounding Class against Defendant)

12. Plaintiffs incorporate paragraphs 1 through 11 of this complaint as if fully alleged herein.

13. At all relevant times, Plaintiffs and the other members of the Rounding Class were employees of Defendant covered by Labor Code Section 1197.

14. Pursuant to Labor Code Section 1197, Plaintiffs and the other members of the Rounding Class were entitled to minimum wages for every hour they worked.

15. Defendant failed to pay Plaintiffs and other members of the Rounding Class all the minimum wages owed to them for every hour they worked in accordance with Labor Code Section 1197. Plaintiffs are informed and believe and thereon allege that, during the limitations period applicable to this cause of action, Defendant maintained uneven rounding practices that resulted in the aggregate in Defendant paying members of the Rounding Class for fewer hours than they actually worked.

16. As a result of Defendant's unlawful conduct, Plaintiffs and other members of the Rounding Class have suffered damages in an amount, subject to proof, to the extent they were not paid all the minimum wages owed to them.

17. Pursuant to Labor Code Section 1194, Plaintiffs and other members of the Rounding Class are entitled to recover the full amount of their unpaid minimum wages, interest thereon, reasonable attorney's fees and costs of suit. Pursuant to Labor Code Section 1194.2, Plaintiffs and other members of the Rounding Class are also entitled to recover liquidated damages in an amount equal to the amount of unpaid minimum wages and interest thereon.

## **SECOND CLAIM FOR RELIEF**

## **FAILURE TO PAY OVERTIME WAGES**

(By Plaintiffs and the Overtime Class against Defendants)

18. Plaintiffs incorporate paragraphs 1 through 17 of this complaint as if fully alleged herein.

19. At all relevant times, Plaintiffs and the other members of the Overtime Class were employees of Defendant covered by Labor Code Section 510.

20. Pursuant to Labor Code Section 510, Plaintiffs and the other members of the Overtime Class were entitled to overtime wages at the rate of 1 and  $\frac{1}{2}$  times their regular rate of pay for every hour they worked in excess of 8 hours on a workday or in excess of 40 hours in a workweek.

21. Defendant failed to pay Plaintiffs and other members of the Overtime Class all the overtime wages owed to them for every hour of overtime they worked in accordance with Labor Code Section 510. Plaintiffs are informed and believe and thereon allege that, during the limitations period applicable to this cause of action, Defendant maintained uneven rounding practices that resulted in the aggregate in Defendant paying members of the Overtime Class overtime wages for fewer hours of overtime than they actually worked.

22. As a result of Defendant's unlawful conduct, Plaintiffs and other members of the Overtime Class have suffered damages in an amount, subject to proof, to the extent they were not paid all the overtime wages owed to them.

23. Pursuant to Labor Code Section 1194, Plaintiffs and other members of the Overtime Class are entitled to recover the full amount of their unpaid overtime wages, interest thereon, reasonable attorney's fees and costs of suit.

### **THIRD CLAIM FOR RELIEF**

## **FAILURE TO PAY OVERTIME WAGES**

(By Plaintiff Rodas and the Shift Pay Class against Defendants)

24. Plaintiff Rodas incorporates paragraphs 1 through 17 of this complaint as if fully alleged herein.

25. At all relevant times, Plaintiff Rodas and the other members of the Shift Pay Class were employees of Defendant covered by Labor Code Section 510.

1       26. Pursuant to Labor Code Section 510, Plaintiff Rodas and the other  
2 members of the Shift Pay Class were entitled to overtime wages at the rate of 1 and 1/2  
3 times their regular rate of pay for every hour they worked in excess of 8 hours on a  
4 workday or in excess of 40 hours in a workweek.

5       27. Defendant failed to pay Plaintiff Rodas and other members of the Shift Pay  
6 Class all the overtime wages owed to them for every hour of overtime they worked in  
7 accordance with Labor Code Section 510. Plaintiff Rodas is informed and believes and  
8 thereon alleges that, during the limitations period applicable to this cause of action,  
9 Defendant maintained a practice of failing to take shift pay into account when  
10 calculating the overtime rate applicable to members of the Shift Pay Class.

11      28. As a result of Defendant's unlawful conduct, Plaintiff and other members  
12 of the Shift Pay Class have suffered damages in an amount, subject to proof, to the  
13 extent they were not paid all the overtime wages owed to them.

14      29. Pursuant to Labor Code Section 1194, Plaintiff and other members of the  
15 Shift Pay Class are entitled to recover the full amount of their unpaid overtime wages,  
16 interest thereon, reasonable attorney's fees and costs of suit.

17    **FOURTH CLAIM FOR RELIEF**

18    **FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS**

19    **(By Plaintiffs and the Wage Statement Class against Defendants)**

20      30. Plaintiffs incorporates paragraphs 1 through 29 of this complaint as if fully  
21 alleged herein.

22      31. At all relevant times, Plaintiffs and the other members of the Wage  
23 Statement Class were employees of Defendant covered by Labor Code Section 226.

24      32. Pursuant to Labor Code Section 226(a), Plaintiffs and the other members of  
25 the Wage Statement Class were entitled to receive, semimonthly or at the time of each  
26 payment of wages, an accurate itemized wage statement showing, *inter alia*, the total  
27 amount of gross wages earned, the total amount of net wages earned, the total number of  
28

1 hours worked, and all hourly rates and the corresponding number of hours worked at  
2 each hourly rate.

3       33. Defendant failed to provide Plaintiffs and other members of the Wage  
4 Statement Class accurate itemized statements in accordance with Labor Code Section  
5 226(a). Plaintiffs are informed and believe and thereon allege that, during the limitations  
6 period applicable to this cause of action, members of the Wage Statement Class did not  
7 receive accurate wage statements because:

8           a) Defendant maintained uneven rounding practices that resulted in the  
9 aggregate in Defendant paying members of the Rounding for fewer hours than they  
10 actually worked; and

11           b) Defendant maintained a practice of failing to take shift pay into account  
12 when calculating the overtime rate applicable to members of the Shift Pay Class.

13       34. Defendant's failure to provide Plaintiffs and other members of the Wage  
14 Statement Class with accurate wage statements was knowing and intentional.  
15 Defendants had the ability to provide Plaintiffs and other members of the Wage  
16 Statement Class with accurate wage statements but intentionally provided wage  
17 statements that Defendants knew did not comply with all the requirements of Labor  
18 Code Section 226. Defendant intended and knew that, during the limitations period  
19 applicable to this cause of action, members of the Wage Statement Class did not receive  
20 accurate wage statements because:

21           a) Defendant maintained uneven rounding practices that resulted in the  
22 aggregate in Defendant paying members of the Rounding Class for fewer hours than  
23 they actually worked; and

24           b) Defendant maintained a practice of failing to take shift pay into account  
25 when calculating the overtime rate applicable to members of the Shift Pay Class.

26       35. As a result of Defendant's conduct, Plaintiffs and other members of the  
27 Wage Statement Class have suffered injury. From the wage statements provided to them  
28 alone, Plaintiffs and other members of the Wage Statement Class could not promptly

and easily determine the total number of hours actually worked during the pay period, and/or all the hourly rates and the corresponding number of hours worked at each hourly rate during the pay period.

36. Pursuant to Labor Code Section 226(e), Plaintiffs and other members of the Wage Statement Class are entitled to recover fifty dollars for the initial pay period in which a violation of Labor Code Section 226 occurred and one hundred dollars for each violation of Labor Code Section 226 in every subsequent pay period, not to exceed an aggregate civil penalty of four thousand dollars per employee.

37. Pursuant to Labor Code Sections 218, 226(e) and 226(g), Plaintiffs and other members of the Wage Statement Class are entitled to recover the full amount of civil penalties due under Labor Code Section 226(e), reasonable attorney's fees and costs of suit.

## **FIFTH CLAIM FOR RELIEF**

## **FAILURE TO PROVIDE COMPLETE WAGE STATEMENTS**

(By Plaintiff Rodas and the Shift Pay Wage Statement Class against Defendant)

38. Plaintiff Rodas incorporates paragraphs 1 through 11 of this complaint as if fully alleged herein.

39. At all relevant times, Plaintiff Rodas and the other members of the Shift Pay Wage were employees of Defendant covered by Labor Code Section 226.

40. Pursuant to Labor Code Section 226(a), Plaintiff Rodas and the other members of the Shift Pay Wage Statement Class were entitled to receive, semimonthly or at the time of each payment of wages, an accurate itemized wage statement showing, *inter alia*, all hourly rates and the corresponding number of hours worked at each hourly rate.

41. Defendant failed to provide Plaintiff Rodas and other members of the Shift Pay Wage Statement Class accurate itemized statements in accordance with Labor Code Section 226(a). Plaintiff Rodas is informed and believes and thereon alleges that, during the limitations period applicable to this cause of action, members of the Shift Pay

1 Statement Class did not receive complete wage statements because their earning  
2 statements failed to indicate a rate of pay or number of hours worked with respect to  
3 shift pay.

4       42. Defendant's failure to provide Plaintiff Rodas and other members of the  
5 Shift Pay Statement Class with complete wage statements was knowing and intentional.  
6 Defendant had the ability to provide Plaintiff Rodas and other members of the Shift Pay  
7 Wage Statement Class with complete wage statements but intentionally provided wage  
8 statements that Defendant knew did not comply with all the requirements of Labor Code  
9 Section 226. Defendant intended and knew that, during the limitations period applicable  
10 to this cause of action, members of the Shift Pay Wage Statement Class did not receive  
11 complete wage statements because their earning statements failed to indicate a rate of  
12 pay or number of hours worked with respect to shift pay.

13       43. As a result of Defendant's conduct, Plaintiff Rodas and other members of  
14 the Shift Pay Wage Statement Class have suffered injury. From the wage statements  
15 provided to them alone, Plaintiff Rodas and other members of the Shift Pay Wage  
16 Statement Class could not promptly and easily determine all the hourly rates and the  
17 corresponding number of hours worked at each hourly rate during the pay period.

18       44. Pursuant to Labor Code Section 226(e), Plaintiff Rodas and other members  
19 of the Shift Pay Wage Statement Class are entitled to recover fifty dollars for the initial  
20 pay period in which a violation of Labor Code Section 226 occurred and one hundred  
21 dollars for each violation of Labor Code Section 226 in every subsequent pay period,  
22 not to exceed an aggregate civil penalty of four thousand dollars per employee.

23       45. Pursuant to Labor Code Sections 218, 226(e) and 226(g), Plaintiff Rodas  
24 and other members of the Shift Pay Wage Statement Class are entitled to recover the full  
25 amount of civil penalties due under Labor Code Section 226(e), reasonable attorney's  
26 fees and costs of suit.

27       ///

28       ///

## SIXTH CLAIM FOR RELIEF

## **FAILURE TO PAY ALL WAGES OWED UPON TERMINATION**

(By Plaintiffs and the Terminated Employees Class against Defendant)

46. Plaintiffs incorporate paragraphs 1 through 29 of this complaint as if fully alleged herein.

47. At all relevant times, Plaintiffs and the other members of the Terminated Employees Class were employees of Defendant covered by Labor Code Sections 201 or 202.

48. Pursuant to Labor Code Sections 201 or 202, Plaintiffs and the other members of the Terminated Employees Class were entitled upon termination to timely payment of all wages earned and unpaid prior to termination. Discharged employees were entitled to payment of all wages earned and unpaid prior to discharge immediately upon termination. Employees who resigned were entitled to payment of all wages earned and unpaid prior to resignation within 72 hours after giving notice of resignation or, if they gave 72 hours previous notice, they were entitled to payment of all wages earned and unpaid prior to resignation at the time of resignation.

49. Defendant failed to pay Plaintiffs and other members of the Terminated Employees Class all wages earned and unpaid prior to termination in accordance with Labor Code Section 202. Plaintiffs are informed and believe and thereon allege that, during the limitations period applicable to this cause of action, members of the Terminated Employees Class did not receive all wages owed to them upon termination because:

a) Defendant maintained uneven rounding practices that resulted in the aggregate in Defendant paying members of the Rounding Class for fewer hours than they actually worked; and

b) Defendant maintained a practice of failing to take shift pay into account when calculating the overtime rate applicable to members of the Shift Pay Class

1       50. Defendant's failure to pay Plaintiffs and other members of the Terminated  
2 Employees Class all wages earned prior to termination in accordance with Labor Code  
3 Sections 201 or 202 was willful. Defendant had the ability to pay all wages earned by  
4 members of the Terminated Employees Class prior to termination but intentionally  
5 adopted policies or practices incompatible with the requirements of Labor Code  
6 Sections 201 or 202. When Defendant failed to pay upon termination all  
7 wages earned by hourly employees prior to termination, Defendant knew what it was  
8 doing and intended to do what they did. Defendant intended and knew that, during the  
9 limitations period applicable to this cause of action, members of the Terminated  
10 Employees Class did not receive all the wages owed to them upon termination because:

- 11           a)     Defendant maintained uneven rounding practices that resulted in the  
12 aggregate in Defendant paying members of the Rounding Class for fewer hours than  
13 they actually worked; and
- 14           b)     Defendant maintained a practice of failing to take shift pay into account  
15 when calculating the overtime rate applicable to members of the Shift Pay Class.

16       50. Pursuant to Labor Code Section 203, Plaintiffs and other members of the  
17 Terminated Employee Class are entitled to penalty wages, from the day their earned and  
18 unpaid wages were due upon termination until paid, up to a maximum of thirty days.

19       51. As a result of Defendant's conduct, Plaintiffs and the other members of the  
20 Terminated Employees Class have suffered damages, in an amount subject to proof, to  
21 the extent they were not paid for all wages earned prior to termination in violation of  
22 Labor Code Section 201 or 202.

23       52. As a result of Defendant's conduct, Plaintiff and the other members of the  
24 Terminated Employees Class have suffered damages, in an amount subject to proof, to  
25 the extent they were not paid for all penalty wages owed to them under Labor Code  
26 Section 203.

27       53. Pursuant to Labor Code Sections 218 and 218.5, Plaintiffs and other  
28 members of the Terminated Employees Class are entitled to recover the full amount of

1 their unpaid wages, unpaid penalty wages, reasonable attorney's fees and costs of suit.  
2 Plaintiff and other members of the Final Wages Class are also entitled to recover pre-  
3 judgment interest on all due wages and penalty wages under Labor Code Section 218.6  
4 and/or Civil Code Section 3287(a).

5 **PRAYER FOR RELIEF**

6 WHEREFORE, on behalf of themselves and all others similarly situated,  
7 Plaintiffs pray for judgment against Defendant as follows:

- 8 1. An order certifying this case as a class action.
- 9 2. An order appointing Plaintiffs as representative for the Class.
- 10 3. An order appointing Plaintiffs' counsel as counsel for the Class.
- 11 4. Damages for unpaid minimum wages under Labor Code Section 1194.
- 12 5. Liquidated damages under Labor Code Section 1194.2.
- 13 6. Damages for unpaid overtime wages under Labor Code Section 1194.
- 14 7. Civil penalties under Labor Code 226(e).
- 15 8. Statutory penalties under Labor Code Section 203.
- 16 9. Pre-judgment interest at the maximum legal rate.
- 17 10. Reasonable attorney's fees.
- 18 11. Costs of suit.
- 19 12. Such other relief as the Court may deem just and proper.

20  
21 Dated: \_\_\_\_\_, 2024

KARASIK LAW FIRM

22  
23 By *s/ Gregory N. Karasik*  
24 Gregory N. Karasik  
25 Attorneys for Plaintiffs

## **EXHIBIT 1**

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## Earnings Statement



From Beginning 02/01/2017  
Searched Period 02/01/2017  
Pay Date 02/07/2017

0000000000  
MARIA RODAS  
364 E 91ST ST  
LOS ANGELES CA 90003

Other Benefits and Information	this benefit	total to date
1st Holiday Pay	\$15.00	\$15.00
1st Overtime Pay	15.20	15.20
1st Recruit Pay	15.00	15.00
1st Sick Pay	15.00	15.00
Bank Balance		

Category	Date	Hours	This Period
Regular	1/26/2017	72.00	725.40
Overtime	1/26/2017	2.00	35.00
Double Time	1/26/2017	0.00	0.00
Shift Pay	1/26/2017	0.00	0.00
Sick	1/26/2017	0.00	0.00
Holiday	1/26/2017	0.00	0.00
Total Pay		75.00	760.40

Deposited to the account of  
**MARIA RODAS**

Account Number: 0000000000  
Deposited to the account of  
**MARIA RODAS**

THIS IS NOT A CHECK  
NON-NEGOTIABLE